



## **REQUEST FOR PROPOSAL (RFP) FOR SOLID WASTE SERVICES**

**February 1, 2023 – January 31, 2028**

### **NOTICE TO PROPOSERS**

The City of La Salle is seeking proposals for exclusive Curbside Residential Solid Waste and Recycling Services. The proposal deadline is Friday, **April 8, 2022** at 10:00a.m. Proposals shall be submitted to

**City Hall in the City of La Salle  
745 2<sup>nd</sup> Street  
La Salle IL 61301.**

An electronic version of the proposal is available on the City's website @: [www.lasalle-il.org](http://www.lasalle-il.org)

The City of La Salle reserves the right to reject any or all proposals and to waive any informalities in proposals and to accept the proposal deemed most advantageous to the City.

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# **I. Project Overview**

## **A. Introduction**

The City of La Salle (the “City”), a community of 9,582 (2020 Census) , located in La Salle County, Illinois is seeking one qualified and responsible company (the “Contractor”) to provide refuse, recycling and yard waste collection services to all residential units within City limits that utilize curbside solid waste collection.

The goal of the City is to maintain its current level of solid waste services, while exploring enhanced service options as described in this Request for Proposals (RFP). It is the intent of the City to award the Contractor the sole exclusive franchise contract, license, and privilege to collect all refuse, recyclable material, and yard waste for all single-family homes and multi-family properties which currently utilize curbside refuse collection services. The Contractor shall be an independent contractor as to the work, notwithstanding that in certain respects the Contractor is required to follow the direction of the City.

## **B. Current Service**

1. **Frequency of Collection:** The Contractor provide a once a week, same-day refuse, yard waste, and recyclable curbside collection service to all single-family (detached and attached).
2. **Days of Collection:** The City is currently divided into four collection routes; every Monday, Tuesday, Wednesday, and Thursday. The map that details the current Residential collection schedule by area is attached hereto and incorporated herein as if fully set forth as Appendix D.
3. **Hours of Collection:** The Contractor shall not commence work before 6:00 a.m., and shall cease collection by 7:00 p.m. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse conditions, mechanical breakdowns, or other similar hindrances. The Contractor's employees shall provide collection services to La Salle residents with as little noise, disturbance, and disruption as possible.
4. **Items Collected:** All Residential accounts receive unlimited refuse (including bulk items and white goods) collection, recycling collection of listed items with a provision of wheeled carts and yard waste collection services utilizing a yard waste sticker program. Residential accounts have the option of placing approved waste containers and bags curbside in addition to supplied carts, or renting additional carts from the Contractor at the expense of the account holder. The City also receives complimentary refuse, recycling, and yard waste collection services at all City facilities, and for all designated City events.

## 5. Collection Carts:

- a. **Refuse Cart:** Each attached or detached single-family customer receives a 95-gallon refuse cart. The customer may request to replace said cart with a 35-gallon cart within 90 days of delivery of the said cart. Customers utilizing a 95-gallon refuse cart may rent an additional refuse cart for an additional monthly charge.
- b. **Recycling Cart:** Each customer receives a 95-gallon recycling cart. The customer may request to replace said cart with a 35-gallon within 90 days of delivery of the said cart. Customers utilizing a 95-gallon recycling cart may request an additional recycling cart at no additional cost to accommodate their recycling needs.
- c. **Cart Replacement** The Contractor purchases and maintains a reasonable supply of 35-gallon and 95-gallon refuse and recycling carts. Broken or stolen carts are replaced by the contractor at no cost to the customers in exchange for the damaged cart (if applicable).

## 6. Collection Rates

- a. **Direct Billing:** The City's method of collection rates as to the individual residential users shall be irrelevant to responders in regard to requests for proposal in that the City will bill residents directly; the party awarded the contract shall not be involved in billing respective residents.
7. **Unit Breakdown:** As of January 31, 2012, the City's current breakdown of units receiving service within the City is as follows:

**Total Residential Units – 3,642**

## C. Desired Service Enhancements

1. **Days of Collection:** The City desires to reduce the number of collection days. The Contractor may submit an alternative collection schedule map to reduce the number of collection days. Appendix E.
2. **Yard Waste**
  - a. The City requests pricing for an annual Yard & Organic Waste cart service in 35, 65 and 95-gallon carts to operate during the yard waste collection season. In addition to yard waste, customers will be able to deposit permitted Food Scraps and Compostable Items into the Yard & Organic Waste Cart.(Appendix B-2)
3. **Items Collected:** The City requests pricing to collect two new solid waste items:
  - a. **Electronics Collection:** Pricing for two (2) electronics collection service options. (Appendix C)

- i. Collection of approved electronics at curb with a charge per collection and/or per item. (C-1)
  - ii. To operate a monthly electronic collection event, staffed by the contractor's employees, with cost to be added to the monthly rate. (C-2)
- b. **Household Hazardous Waste Collection:** The City requests pricing for two household hazardous waste collection service options. (Appendix C)
  - i. Collection of approved Household Hazardous Waste Items at curb with a charge per collection. (C-3)
  - ii. To operate a monthly or quarterly electronic collection site, staffed by the contractor's employees, (added to the monthly rate). (C-4)
- 4. **Collection Rates:** The City desires to continue the availability of full refuse, recycling and yard waste collection; however, two refuse/recycling pricing options are requested. (Appendix A).
  - a. Pricing for a regular flat rate that includes Bulk Items and White Goods. (A-1)
  - b. Pricing for regular flat rate that excludes Bulk Items and White Goods. (A-2)
- 5. **Bulk Items:** Cost per item when not included in the flat refuse/recycling rate. (Appendix B-3)
- 6. **White Goods:** Cost per item when not included in the flat refuse/recycling rate. (Appendix B-4)
- 7. **Special Pick-Up** for items not covered in the contract, or that exceed a total of two cubic yards. (Appendix B-5)
- 8. **Municipal Properties:** Addition of the following collection services at municipal facilities for waste generated by municipal operations:
  - a. Electronics
  - b. Household Hazardous Waste
  - c. **Public Waste Receptacles:** Addition of the collection of waste and recycling from public waste receptacles in downtown La Salle.

#### D. Contract Term

- 1. **Initial Term:** The initial term of the franchise contract shall be for five (5) years commencing on February 1 , 2023 and ending January 31, 2028,
- 2. **Renewal Term:** Not later than twelve (12) months prior to the expiration of the initial term, the Contractor may submit a proposal for the renewal of the franchise contract for up to a five (5) year renewal term on terms proposed by the Contractor. If the City and the Contractor are unable to agree on mutually acceptable terms for a renewal term, the City shall be free to solicit bids or

requests for proposals from other contractors for a new exclusive franchise contract, and the Contractor shall be free to bid for such contract or submit its proposal, as the case may be.

## **II. Scope of Service**

### **A. Scope of Disposal**

The Contractor shall furnish at its expense and without liability to the City, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to load, haul, and dispose of all curbside waste and recyclables within the Corporate Limits of the City from February 1, 2023 through January 31, 2028 ("initial term") The collection of residential refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

### **B. Definitions**

The following words and phrases, when used in this Contract, shall have the meanings as specified herein.

**Aluminum Formed Containers/Wrap:** Aluminum cans, foil, trays, pie plates, and other similar formed containers.

**Bulk Materials:** Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture, and large appliances not containing CFC's (chlorofluorocarbons), switches containing mercury, and PCB's (polychlorinated biphenyls). "White goods" exceeding fifty (50) pounds in total weight also fit into this category.

**Catalog:** A book made from either glossy or non-glossy paper stock: which contains an itemized listing of names or articles arranged in orders or classified.

**Chipboard (also referred to as paperboard):** A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes, and other similar products.

**Commercial:** All industrial, institutional, commercial and multi-family units receiving refuse and recycling services utilizing a centralized container.

**Compostable Items:** Items accepted in the Yard & Organic Waste Carts: paper napkins, plate and towels, pizza boxes, food contaminated papers (e.g.: fast-food paper bags), paper milk cartons, tea bags, coffee filters.

**Composting:** The process by which aerobic microorganisms decompose organic matter into a humus-like product.



**Corrugated Cardboard:** A sturdy paperboard consisting of two paper grades, a wavy inner portion and a thick outside lining which is most commonly used for packaging.

**Curbside:** A position immediately behind the curb and within the parkway used for the collection of refuse, yard waste, and recycling containers.

**E-Waste:** E-Waste shall mean any item defined as a “covered electronic device” by 415 ILCS 150, the Electronic Products Recycling and Reuse Act. E-Recyclables shall include, but not be limited to, computers, computer monitors, televisions, printers, keyboards, fax machines, videocassette recorders, portable digital music players, digital video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, or small –scale servers.

**Excluded Waste:** The Hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state, or local laws or regulations.

**Food Scraps:** Approved for Yard & Organic Waste Cart: Fruits, Vegetables, Rice, Beans, Pasta, Bread, Baked Goods, Grains, Eggshells, Coffee Grounds and Tea Leaves. Food scraps not listed are to be disposed of with refuse.

**Hard Landscape Waste:** Brown stemmed branches and shrub pruning with large stems or trunks not to exceed four (4) feet in length and two (2) inches in diameter individually, excluding Christmas trees.

**High Density Polyethylene (HDPE) #2 Blow Molded Containers:** Plastic milk and water jugs, laundry detergent, shampoo, personal care, and other similar blow molded containers used inside the home.

**Other High-Density Polyethylene (HDPE) #2 Containers:** Margarine tubs, baby wipe containers, and other similar molded containers used inside the home.

**Household Construction and Demolition Debris:** Waste materials from "do-it-yourself" interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

**Household Garbage:** All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household refuse, inorganic and incombustible household waste (i.e. cans, metal ware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household) empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials. Household garbage shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks, and other similar materials.

**Juice Boxes:** Aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

**Junk Mail:** Brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, mailing tubes and other similar correspondences.

**LDPE (#4):** Low-density polyethylene.

**Magazines:** Periodical publications made from either glossy or non-glossy paper stock.

**Mixed Papers:** Stationary, computer paper, notebook paper, typing paper, letterhead, index cards, computer cards, bond envelopes, post-it notes, and other similar paper products.

**Polyethylene Terephthalate (PET#1) Blow Molded Containers:** Soft drink, liquor, personal care, and other similar blow molded containers used inside the home.

**Organic Material:** Consists of hard landscape, soft landscape, food scraps, and compostable materials.

**Other Polyethylene Terephthalate (PET#1) Containers:** Plastic plates, trays, cups, and other similar ejection molded containers used inside the home.

**Polypropylene (PP#5):** Yogurt, cottage cheese and sour cream tubs, syrup bottles, etc.

**Polyvinyl/Chloride (PVC #3):** Health and beauty aid bottles.

**Refuse:** All discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard-waste”).

**Refuse Containers:** Refuse containers shall include:

**Garbage Can:** A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled.

**Garbage Bag:** A plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.

**Cart:** A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated mechanism for collection. All carts must be approved by and/or supplied by the Contractor.

**Bundle:** Any material allowed under the definition of Refuse. A bundle of material shall be tied and not exceed eighteen (18) inches in diameter and fifty (50) pounds in weight. No item contained within each bundle shall exceed two (2) inches in diameter.

**Recyclables:** (Also referred to as recyclable materials) Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream. Recyclable materials shall include post-consumer paper, plastic, metal, and glass products including, but not limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and non-glossy magazines and catalogs; telephone directories; paperback books; brown Kraft paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; LDPE (#4) plastic bottles and containers; PP (#5) plastic bottles and containers; other (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi-metal cans; and brown, green, and clear glass bottles and jars, and any other items the City and the Contractor agree to recycle in the future.

**Residential:** All single-family, townhome and multi-family accounts receiving curbside collection services.

**Soft Landscape Waste:** Grass and garden clippings, leaves, pruning of small diameter green stemmed shrubs, weeds, plant materials, etc.

**Solid Waste:** Includes all waste covered by the contract, to include but not limited to Refuse, Recycling, Yard & Organic Waste, Bulk Items, White Goods, Electronics and Household Hazardous Waste.

**Wet Strength Carrier Stock:** Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen; i.e. paper beverage carriers and frozen food packages.

**White Goods:** Any domestic large appliance that contains CFC or HCFC refrigerant gas, capacitors containing PCBs, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas) humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

**Yard Waste:** Hard and Soft Landscape Waste, soft landscape waste and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens.

**Yard Waste Containers:** Yard waste containers shall include:

**Kraft Paper Bag:** A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size, which will shred and degrade quickly in the composting process.

**Bundle:** Any material allowed under the definition of “Hard Landscape Waste” such as limbs, branches, or other loose items which do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the bundle not to exceed eighteen (18) inches.

**Yard & Organic Waste Cart:** A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated mechanism for collection. All carts must be approved by and/or supplied by the Contractor.

### **C. Service Area**

1. **Examination:** It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the refuse, recycling and yard waste collection services as specified in this RFP. This includes, but is not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and other factors that would affect the execution and/or completion of the services covered by the specifications in this RFP.
2. **Future Development/Annexations:** The Contractor shall service any land annexed to the City of La Salle during the term of the Contract, as well as any residential dwellings constructed during said term. Service to land annexed to the City and future residential development shall be provided on the same terms as set forth herein. Any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., shall be communicated to the Contractor by the City.

### **D. Point of Collection**

Residential refuse, recyclable materials, and yard and organic waste materials shall be collected from receptacles placed at the curb (or edge of pavement where there is no curb) of the public street or alley in front of the residence to be served.

Refuse and recyclable material from buildings owned or leased by the City shall be collected from receptacles at a reasonably accessible location designated by a City official.

#### **E. Hours and Standards of Collection**

No refuse, recyclable materials and yard waste pickups shall be collected prior to 6:00 a.m. no later than 7:00 p.m. The City, at its sole discretion, may allow the Contractor to alter the starting and/or ending times due to unique circumstances, such as inclement weather or heavy volumes during the leaf collection season. In said events the Contractor shall furnish all vehicles and personnel necessary to complete the routes within a reasonable amount of time on the same collection day. The Contractor's crews will diligently work with as little noise, disturbance, and disruption to residents as possible.

The Contractor shall not allow garbage, refuse, recyclable materials or yard and organic waste to scatter nor spread as a result of the Contractor's service provided within the City. Any garbage, refuse, recyclable materials or yard and organic waste spilled on the yard or street shall be picked up prior to leaving the site of collection. The Contractor shall carry on each collection vehicle not less than one broom and shovel to clean up any garbage, refuse, recyclable materials, or yard and organic waste spilled. The Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. All containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition, except that containers shall not be placed in the middle of driveways, in driveway aprons or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle. Any acceptable containers, which have been substantially damaged through the fault of the Contractor, shall be replaced by the Contractor with containers of like kind and quality as those damaged.

#### **F. Holidays**

No refuse, recycling or yard waste collection shall be provided by the Contractor on:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

In the event that a holiday falls on a regularly scheduled collection day, refuse, recycling and yard waste collection services shall be delayed one day after the recognized holiday. The Contractor shall give notice of the rescheduling of collections due to a holiday and shall include; the date and time the

rescheduled collection(s) will occur, and the date and time the normal collection will resume.

### **III. Refuse Collection**

#### **A. General Service Requirements**

The Contractor is required to provide refuse collection once each week from every residence in the City and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this Proposal and in compliance with all Federal, State, County and Local laws, ordinances, and regulations, including, but not limited to, the ordinances of the City.

#### **B. Refuse Receptacles**

The Contractor will provide, at its own expense, the use of an approximately 35 or 95-gallon refuse cart (receptacle with a lid and wheels) for each customer no later than April 1, 2023. The cart will remain the property of the Contractor and the Contractor will be responsible for replacement of carts that become worn or damaged through normal usage. Carts that are recorded as stolen will also be replaced at no charge following the customer filling a police report. Residents shall have the option of renting additional waste carts at a cost per-month, per cart fee as established by the Contractor.

Only after the cart has been fully utilized may the customer be permitted to put out up to two (2) cubic yards, about the equivalent of ten (10) normal refuse containers curbside for collection, in accordance with the applicable bulk item and white goods restrictions and pricing. This material must be properly contained in metal or plastic cans (equipped with a lid and handles) or bags, and is not to exceed fifty (50) pounds in weight per can or bag. Refuse too large to be containerized not exceeding fifty (50) pounds shall be collected by the Contractor if it is stacked neatly alongside of refuse containers on regular refuse collection days.

#### **C. Improperly Prepared Refuse**

The Contractor shall provide a tagging system for Refuse that is not collected. The tagging system shall provide a simple explanation as to why the Refuse materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, materials not accepted in program, or some combination thereof. Refuse materials that are rejected shall be returned to the point of collection and shall not be left on the street.

#### **D. Special Pickups**

- 1) The Contractor shall offer a special curbside collection service or other services as described below (hereinafter "Special Service Collection") for large quantities of acceptable waste agreed upon by the Contractor and the City. Such Special Service Collection shall be by advance arrangement with the Contractor at the customer's request. The minimum charge for a special

pickup shall be no less than three (3) cubic yards, as listed in Appendix B. The following standards shall apply to Special Service Collection:

- 2) The Contractor shall advise the customer directly of the terms of such collection: i.e., what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and other relevant factors.
- 3) The Contractor shall also, at the request of the City, collect quantities of Acceptable Waste left at the curb without proper preparation in unusual circumstances, i.e., evictions, "skip-outs," or emergencies, and shall bill the property owner for such costs.
- 4) The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate in excess of two (2) cubic yards of construction and demolition debris that cannot be easily picked up at the curbside. The terms of, as well as charges and payment for this Special Service Collection shall be arranged solely between the Contractor and the resident.
- 5) Contractor shall provide Special Service Collection for materials not required for collection under this Agreement; provided, however, that in no event shall Contractor be required to collect Excluded Waste. Service shall be provided within seven (7) days after receipt of a "special pick-up" service request.

#### **E. Construction Material**

The Contractor will pick up small amounts of construction material that is in proper containers, weighing less than fifty (50) pounds or bundled into four (4) foot bundles not exceeding the fifty (50) pounds, and secured on both sides. This debris from small remodeling projects cannot exceed two (2) cubic yards, about the equivalent of ten (10) normal refuse containers. This material will be picked up at no additional charge to the customer.

In the event that construction materials exceed the above-mentioned specifications, the Contractor shall pickup material up to the acceptable amounts and provide the customer a notification tag on the remaining excess material describing the reason for no pickup.

#### **F. Christmas Tree Pick-up**

The Contractor shall provide a special collection for Christmas trees on the regular pick-up days for a four-week period following the Christmas holiday. The exact dates shall be mutually determined by the Contractor and the City. The Contractor agrees to perform this once a year service at no charge to the City residents.

#### **G. Additional Service**

On request, the Contractor shall provide the residents of the City with any additional disposal service beyond that herein described for all types of refuse

material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and large quantities of liquid requiring tanker truck disposal equipment) for the actual cost to the Contractor of removal of such materials, but in no event shall the Contractor be required to collect such materials for excavating and other construction contractors.

#### **IV. Residential Recycling Collection**

##### **A. General Service**

The Contractor is required to provide commingled recycling collection every other week from every curbside residential service in the City.

##### **B. Minimum Recyclable Materials to be Collected**

The City and its residents shall be able to combine all acceptable Recyclables in the same cart. Acceptable Recyclables shall include, but not be limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and non-glossy magazines and catalogs; telephone directories; paperback books; brown Kraft paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; LDPE (#4) plastic bottles and containers; PP (#5) plastic bottles and containers; other (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi-metal cans; and brown, green, and clear glass bottles and jars.

##### **C. Recycling Receptacles**

The Contractor shall provide one (1) two-wheeled recycling cart to every Residential household unit as part of monthly service. The Contractor agrees to have all recycling carts delivered no later than April 1, 2023. The Contractor shall maintain ownership of these carts and will be responsible for delivery as well as maintenance and/or replacement of the cart if the carts are damaged through normal wear and tear, or are stolen. If a cart is stolen, a police report shall be required as proof of theft prior to the replacement of the cart at no cost to the resident. Two sizes of carts (35 and 95 gallon) shall be available for the convenience of customers. Residents shall have the option of renting additional recycling carts at a cost per-month, per cart fee as established by the Contractor.

##### **D. Improperly Prepared Recyclables**

The Contractor shall provide a tagging system for Recyclables that are not collected. The tagging system shall provide a simple explanation as to why the Recyclable materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, materials not accepted in program, acceptable waste and/or yard waste mixed with Recyclables, or some combination thereof. Recyclable materials that are rejected shall be returned to the cart or acceptable container and shall not be left on the street or park-way areas.



## **E. Recyclable Material Disposition**

The Contractor shall transport all recyclable material to a recyclable material processing facility which is actually engaged in the business of reusing or recycling such materials. Any and all recyclable material processing facilities which may receive recyclable material collected through the service herein described, and the intended use of the processed material, shall be subject to approval by the City.

## **V. Yard & Organic Waste Collection**

### **A. General Service**

1. The Contractor will provide once-per-week unlimited curbside yard waste collection of properly tagged yard waste bags and bundles, and also from Yard & Organic Waste Carts with paid subscription. Curbside yard waste as well as yard & organic waste carts shall be picked up each Monday during the collection season for all residents who participate.
2. Yard & Organic Waste to include approved food scraps and compostable material will be collected from Yard & Organic Waste carts on the scheduled collection days for all Residential accounts during the Yard Waste Collection Season.
3. Yard waste collection and disposal services shall be paid for through the purchase of yard waste stickers on a per-use basis. In order for an approved yard waste bag or bundle to be eligible for collection, each shall be affixed securely and visibly with a pre-paid yard waste sticker exclusively supplied by the Contractor. Bundles shall not exceed four (4) feet in length, two (2) feet in diameter, or fifty (50) pounds in weight, and bundles shall not contain individual branches greater than two (2) inches in diameter.
4. Yard & Organic Waste Cart collection: households that subscribe for this cart service, may deposit approved food scraps and compostable material into the cart along with yard waste for weekly collection during the yard waste collection season.
5. Collection Season: Yard Waste, Food Scraps & Organic Material will be required to be collected only during the designated yard waste season. Presently, the City's yard waste season begins April 1 and ends November 30, with the City reserving the right to extend the season for a period of up to two (2) weeks after the November ending date. The City is requesting proposers to suggest alternative yard waste season dates to provide residents with the most adequate duration of service. The proposed season dates may be listed in accordance with Appendix B.

## **B. Yard Waste, Food Scraps & Organic Materials- Items to be Accepted:**

### **1. Yard Waste Bags or Bundles with Sticker**

**Hard and Soft Landscape Waste**, soft landscape waste and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens.

### **2. Yard & Organic Waste Carts**

**Hard and Soft Landscape Waste**, soft landscape waste and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens.

**Food Scraps:** Fruits, Vegetables, Meat, Poultry, Seafood, Shellfish, Bones, Rice, Beans, Pasta, Bread, Baked goods, Grains, Cheese, Eggshells

**Other Compostable Items:** Napkins, Paper towels, Paper plates, Pizza boxes, Food-contaminated paper (Example: fast-food paper bags), Paper milk cartons, Tea bags, Coffee grounds/filters

## **C. Yard Waste, Food Scraps & Organic Materials- Items Not Accepted:**

1. Grease, Cooking oil, Stickers on produce, Any sort of plastic, Polystyrene, Bottles, Cans, Aluminum foil, Liquids, Hazardous waste, Cleaning supplies, Rags, Wooden tools, Diapers or pet litter.
2. Sod, dirt, Christmas trees, and greenery from wreathes and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

## **D. Yard Waste Stickers**

The Contractor shall provide pre-paid yard waste disposal stickers for the collection of yard waste. Such stickers shall be available for purchase from the Contractor by mail, at City Hall and at local retailers throughout the City.

## **E. Yard & Organic Waste Material Containers**

**Kraft Paper Bag:** A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size, which will shred and degrade quickly in the composting process.

**Bundle:** Brush may be tied in bundles not exceeding 4 feet in length, 2 feet in diameter and 50 pounds in weight.

**Yard & Organic Waste Cart:** The Contractor shall provide upon request to all Residential accounts receiving curbside Organics waste collection services a

ninety-five (95) gallon wheeled cart for an annual subscription charge listed in Appendix B-2.

#### **F. Yard & Organic Waste Disposal**

The Contractor shall transport all yard and organic waste materials to a composting site which meets the requirements of the specifications and provisions of all applicable laws.

#### **G. Improperly Prepared Yard & Organic Waste**

The Contractor shall provide a tagging system for yard waste materials not collected. The tagging system shall provide a simple explanation as to why the yard and organic waste materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, acceptable waste and/or yard waste mixed, improper size, or some combination thereof.

### **VI. Alternate Service Options**

#### **A. Electronic Waste Collection**

1. Curbside: The Contractor is requested to provide an alternate proposal and pricing for providing Residential curbside collection of Electronics Recycling ("E-Waste") in Appendix C-1.
2. Drop-Off: The Contractor is requested to provide an alternate proposal and pricing for an electronics drop-off service on a monthly or quarterly basis utilizing contractor provided labor at said events. Appendix C-2

#### **B. Alternative Yard & Organic Waste Cart Collection**

The Contractor is requested to provide annual subscription pricing for once a week curbside collection of Yard & Organic Waste in a 35, 65 and 95-gallon Cart during the Yard Waste Collection Season, in Appendix B. As part of this subscription, in addition to yard waste, the subscriber can also deposit approved food scraps and compostable material into their rented Yard & Organic Waste Cart. No yard waste sticker is required.

#### **C. Household Hazardous Waste Collection**

1. The Contractor is requested to provide two (2) alternate proposal and pricing for the collection of acceptable household hazardous waste. C-2
  - a. Curbside: The Contractor is requested to provide an alternate proposal and pricing for providing Residential curbside collection of Household Hazardous in Appendix C. The Contractor is encouraged to provide multiple service options including, but not limited to on-demand, weekly or quarterly collections.

- b. Drop-Off: The Contractor is requested to provide an alternate proposal and pricing for the operation of a Household Hazardous Waste drop-off collection event on a monthly or quarterly basis utilizing contractor provided labor at said events. Appendix C.

## 2. Household Hazardous Waste

- a. Acceptable Items: fertilizers, pesticides, batteries, pool chemicals, paint related materials, thermometers, aerosol cans, household cleaners, automotive products and tires.
- b. Unaccepted items: business/commercial waste, medical waste (pharmaceuticals, sharps/needles), radioactive waste, PCBs, dioxins, ammunition, explosives, compressed gas cylinders, smoke detectors, and household trash.

## VII. General Requirements

### A. Municipal Facilities

The Contractor shall provide, at no cost to the City, a minimum of once per week, and as required by the City, refuse, yard waste and recycling, containers and collection, as well as special pick-ups (to include electronics and household hazardous waste) upon request of the City, from the following municipal properties:

#### **LOCATION**

City Hall/Police Facility,  
745 2<sup>nd</sup> St

Public Works Facility,  
500 2<sup>nd</sup> St  
146 Industrial Dr

Wastewater Treatment Plant  
East 5<sup>th</sup> Rd

Wasterwater Treatment Plant  
400 River Road

Water Treatment Plant  
234 Union St

Fire Station  
1227 5<sup>th</sup> St.

Library  
305 Marquette St

The City reserves the right to include additional municipal buildings or facilities for service by the Contractor during the term of the Contract. The number and type of containers or dumpsters and their placement at each location shall be specified by the City and shall be furnished at no charge by the Contractor during the term of the Contract. The dumpsters shall be lockable.

## **B. Special Events**

The City currently receives as needed refuse and recycling collection services for City sponsored community events including but not limited to Celebrate La Salle and BBQ & Blues/Jazz in the Street.

It is the intent of the City to sustain the current level of service provided to City festivals and special events. The number of special events and the respected services are subject to change during the term of the contract as requested by the Mayor.

## **C. No Strike Guarantee**

The Contractor shall not be relieved of its obligation to perform services in a timely and complete manner under this Agreement as a result of a strike, work stoppage, work slowdown, sympathy strike, or other job action of Contractor's employees or the employees of any other entity. In the event that a strike, work stoppage, work slowdown, sympathy strike, or other job action interferes with Contractors' ability to perform services in a timely and complete manner, Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and/or subcontractors to perform such services. In the event that Contractor is unable to perform its obligations under this paragraph, the City may at its sole option and without waiving any other rights for breach, secure alternate services from another Company and charge to Contractor the costs of those services, less any cost savings occasioned by not paying Contractor's normal fees.

## **D. Natural Disaster/Emergency Clean-Up Services**

In the event of a disaster, as declared by the Mayor of La Salle, the Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practical a schedule agreeable to the City. The Contractor will be responsible for servicing the City in a timely manner, within one week of the disaster.

In addition, the Contractor and the City will negotiate a fee to be paid for any additional services that may be required during an emergency, such as providing roll-off dumpsters and any additional curbside pick-ups. If an agreement cannot be reached between the Contractor and the City, the City will be able to pursue the necessary services from another company.

## **E. Vehicles**

The Contractor shall maintain a fleet of vehicles as necessary to properly perform the Work. The Contractor shall furnish a list of vehicles to the City upon demand. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number which shall be clearly visible on both sides. All vehicles shall be maintained in good working order and appearance, free from rust, and shall be clean at the start of each collection day. No vehicle shall be operated on City streets which leaks any fluids from the engine or compaction mechanism. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein.

Vehicles shall be fully enclosed, leak proof, and operated in such a way that no refuse, recyclables, or yard waste can leak, spill or blow off a vehicle. The Contractor shall be responsible for the immediate collection and cleanup of any litter that is caused by the failure to properly secure materials. Should any refuse, recyclables, or yard waste leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close opening, or due to failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the City, the City may clean up same, and the City may bill the cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed except during collections in rainy weather.

Vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations. The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics by its vehicle operators and crew members while on duty or in the course of performing their duties under the terms of the franchise contract. The City reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the franchise contract.

## **F. Service Implementation**

All aspects of the refuse, recycling and yard waste collection service selected by the City must be implemented by February 1, 2022.

## **G. Transitional "Grace" Period for Customers**

The Contractor shall accept and honor, without additional remuneration, yard waste set out for collection according to the prior Solid Waste Collection Agreement. That is, residents may utilize stickers purchased under the previous contract. The Contractor shall leave specific information for the customer about any changes to the program if their items are not set out in accordance with the new agreement provisions.

# **VIII. Compensation**

## **A. Collection Rates**

The Contractor agrees to provide, for the term of the contract, solid waste collection and recycling as provided in the specifications of this RFP. The Contractor will provide their proposed rates on the proposal worksheets identified as Appendix A, B and C .

All charges for service may be billed to the City monthly or quarterly.

## **B. Price Change**

The cost of refuse, recycling, yard waste, bulk items, white goods, special pick-ups, E-waste, and Household Hazardous Waste collection shall be amended annually in accordance with the proposal forms (Appendices A, B, C-1 and C-2) The price changes shall be effective on February 1st of each year of the franchise contract.

## **C. Change in Law**

The fees charged by the Contractor for the Work shall include any and all charges, costs, overhead, expenses, taxes, tipping fees, surcharges, fuel charges, and any and all other fees imposed on the Contractor for the collection, transportation, and disposal of all Acceptable Waste and Yard Waste collected and the transportation and processing and disposition of all Recyclables. The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and for all licenses, permits, certificates of authority, and inspections required for this work.

The Contractor shall immediately notify the City of any change in conditions or change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Contract. "Change of Law" shall mean, but not be limited to, any significant change in the county, state or federal laws, ordinances or interpretations thereof by the government agency charged with the enforcement thereof that has significant impact on the residential and municipal/public waste removal (including recycling) in the City. The rates and charges set forth in this Contract are subject to adjustments in accordance with this Section in the event of "Change of Law."

In the event of a Change of Law, the Contractor shall provide a detailed written notice to the City of the Change of Law, the manner in which the Change of Law affects the costs of services, the magnitude of the effect of the Change of Law on the cost of services, and the Contractor's proposal in response to that effect. Within thirty (30) days after receipt by the City of the Contractor's notice, the Contractor and the City shall meet to discuss the Change of Law and to determine what change, if any, is necessary and appropriate to the rates and charges in this Contract and the timing and method of implementing any such change. The City may request any documentation necessary from the Contractor to assist with the analysis of the Change of Law impact.

The approval of any increase in the rates and charges in this Contact, as a result of any Change of Law shall be within the discretion of the City, which the City agrees to exercise in a reasonable manner.

#### **D. Vacation Hold Service**

The Contractor shall provide and administer a vacation hold service. In order qualify for vacation hold service an account must request the hold for a period of no less than four full weeks. To qualify, hold service weeks shall be consecutive. Hold service shall not be allowed for a period less than four weeks and partial weeks shall not be prorated or counted to achieve the minimum number of consecutive weeks required. An account shall not be limited to the number of vacations holds or the duration of a vacation hold so long as it otherwise complies with this paragraph.

#### **E. Refunds at Time of Cancellation**

The Contractor shall provide all accounts that have a positive balance at the time of cancellation a refund of the prorated, unused portion of the balance.

### **IX. Public Awareness**

#### **A. Holiday Notification**

The Contractor shall assist the City with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of the franchise contract.

#### **B. Maintain Schedule of Pick-up**

The Contractor shall continue to pick up solid waste throughout the City on the same day of the week as proposed on Appendix A of this RFP during the term of the franchise contract (the "Schedule"). The Schedule shall not be changed without the consent of the City nor without giving a minimum of thirty (30) days written notice to all affected residents by enclosing a copy of such notice with the mailing of the Contractor's last invoice immediately preceding such Schedule change, and by publishing the Schedule change three (3) times in a newspaper of general circulation in the City.

#### **C. Public Education Program**

The Contractor shall develop a Public Education Program to educate residents about the service it provides. The Contractor shall create, supply and maintain throughout the term of the franchise contract educational materials including, but not limited to informational brochures, magnets or stickers to the City for distribution to new residents and residents upon request. The materials should inform residents of the aspects included in the refuse, recycling and yard waste collection services. The Contractor and City shall mutually agree upon the



contents of the informational materials. The Contractor shall provide for the preparation, printing and mailing/delivery costs of all consumer education materials. For the duration of the contract, the Contractor shall, upon request of the City, make personnel available for appearances at meetings and other gatherings to explain the collection program.

#### **D. Mobile Applications and Online Services**

The Contractor shall provide the City informational materials and examples of any applicable mobile application(s) and online services offered by the Contractor for purposes including, but not limited to service registration, online bill pay, service requests and complaints for La Salle customers attached to this RFP.

#### **E. Improperly Prepared Materials Notifications**

The Contractor shall implement a public information program whereby the Contractor's employees will leave notification on materials that are improperly prepared for collection which indicates the reason the material was rejected.

### **X. Reporting & Customer Service**

#### **A. Reporting Requirements**

The Contractor shall provide the City with the following reports:

- 1) Complaints: A report of all complaints, the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint. Complaints shall be kept on a shared document that can be accessed by the City at any time and shall be updated on a daily basis.
- 2) Refuse: A report on the status of the refuse collection program, including an account of the total weight and cubic yardage of refuse collected each month and the disposition of same. The report shall be made available to the City upon request.
- 3) Recycling: A report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the total weight and volume of recyclable materials collected and deposited at any and all material processing facilities, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation. The report shall be made available to the City upon request.
- 4) Yard Waste: A report on the status of the yard waste collection program, including the volume of yard waste collected and deposited at each yard waste processing facility, and summaries of problems encountered with

program implementation. The report shall be made available to the City upon request.

- 5) Alternate Services: A report on the status of the E-Waste and/or Household Hazardous Waste collection program(s), including the volume of waste collected and the processing facility, along with a summary of problems encountered with program implementation. The report shall be made available to the City upon request.

## **B. Missed Collections and Complaint Response**

The Contractor shall maintain an office equipped with sufficient telephones, internet and personnel to provide prompt, courteous and efficient service at which La Salle customers can request service or file complaints by telephone or in person, Monday through Friday (except holidays) from at least 8:30 a.m. to 5:00 p.m.. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, the Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received. Failure to make a collection within 24 hours of a complaint shall be considered a material default of the contract. In the event of valid complaints for other incident, including, but not limited to, breakage of glass during collection or recyclables; items or refuse, recyclables and/or yard waste dropped during collection; and the like are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the City agree to jointly establish reasonable administrative regulation for the investigation and resolution of alleged missed collections.

The Contractor shall maintain a daily log of all complaints received. The complaint record shall be kept on a shared document made available to the City at all times and shall include the date the complaint was made, the address of the complaint, the date the complaint was resolved, and a corrective action plan to prevent reoccurrence.

## **C. Contact**

The contractor shall notify the City of its designated contact person(s) to handle any issues relative to the franchise contract as well as any complaints received by the City regarding the solid waste collection services provided by the Contractor. Such person(s) shall be available to discuss and, if necessary, meet with City personnel to resolve problems. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the City for use by City personnel.

# **XI. General Provisions**

## **A. Compliance with Laws**

The Contractor shall covenant and agree to comply at all times with all laws, ordinances, and regulations of the City of La Salle, the County of La Salle, the State of Illinois, and the United States, in the performance of Service under the Agreement, including, but not limited to environmental laws and regulations.

## **B. Adherence to Schedule**

The Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

The Contractor shall not be excused for failure to comply with the City-approved Schedule by reason of any street or other construction work performed by the City or its contractors. The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect solid waste as outlined in the contract by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to City residents.

## **C. Indemnification**

The Contractor shall indemnify, defend, save, and hold harmless the City, its officers and employees, from any and all liability, losses, damages, expenses, and lawsuits, including workers' compensation claims, attorney's fees and costs of defense, on account of:

- The negligence of the Contractor, its employees, agents, or assigns
- Any assertion of claim under the Illinois Workers' Compensation Act of similar acts made by persons furnished by the Contractor or subcontractor
- Any action in law or equity resulting from the negligence or willful misconduct of Contractor brought by any party under Federal or State law in an effort to set aside the Contract.

The Contractor shall further indemnify, defend, save, and hold harmless the City, its officers and employees, from any and all claims or causes of action, including reasonable attorney's fees and expenses, whether in contract or tort or arising out of a violation of any Federal, State, or local law as a result of an act or failure to act by the Contractor, its employees, agents or subcontractors.

This indemnification obligation shall survive the duration of this Agreement.

## **D. Performance Bond/Irrevocable Letter of Credit**

The Contractor shall furnish an acceptable Performance Bond or an Irrevocable Letter of Credit not later than ten (10) working days following the execution of the Franchise Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the amount of six hundred thousand dollars (\$600,000.00) from a reputable banking institution to guarantee the faithful performance of the Contract. The Performance Bond or Letter of Credit shall be payable to the City and prepared in a format approved by both the City Attorney and Finance Director. It shall remain in effect for the full term of the Contract, including any extension period, and be delivered to the City prior to the City's execution of the Contract.

## **E. Insurance**

The Contractor shall procure and maintain for the duration of the Contract, the following minimum insurance coverage:

- Workers' Compensation Insurance as prescribed by the laws of the State of Illinois
- Employers' Liability Insurance, with limits of not less than one million dollars (\$1,000,000) per occurrence
- Business Automobile Liability Insurance, with limits of not less than five million dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage.
- Environmental Impairment/Pollution Liability Insurance of not less than one million (\$1,000,000) combined single limit per occurrence.
- Comprehensive General Liability Insurance with limits of not less than ten million dollars (\$10,000,000) combined single limit per occurrence for bodily injury, and property damage, and five million dollars (\$5,000,000) per occurrence for personal injury. The minimum General Aggregate shall be no less than ten million dollars (\$10,000,000).

The Contractor shall include the City, its officers, employees, and agents as additional insured on any of the foregoing policies (except Workers' Compensation). The Contractor shall also furnish to the City, a Certificate of Insurance attesting to the respective insurance coverage for each year during of the Contract.

The City shall receive written notice of cancellation or reduction in coverage from the Contractor on any insurance policy within thirty (30) days prior to the effective date of cancellation or reduction. To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance.

As an additional insured, the City will be protected to the same extent as the Contractor without limitation or qualification to the extent of Contractor's

indemnification and contractual liability coverages required herein. All insurance or self-insurance coverage provided by the Contractor and evidenced on the certificate is primary and non-contributory to any other insurance that is afforded by the City of La Salle. As such, any other insurance or self-insurance the City has retained shall be on an excess or contingent basis as respects the contractual obligations of the Contractor and as regards to the insurance required of the Contractor under this agreement.

There shall be no future endorsement or modification of Contractor's comprehensive general liability insurance evidenced on the certificate which limits the scope of coverage arising from pollution.

The Contractor shall provide contractual liability coverage which shall at a minimum, indemnify and hold harmless the City and its officers, officials, employees and agents from and against all claims, damages, losses and expenses including, but not limited to legal fees (attorney and paralegal fees and court costs), arising out of or resulting from Contractor's performance under this contract, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to destruction of tangible property, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful, negligent act or omission of the Contractor, any of their subcontractors, agents, employees or anyone else directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right to indemnity, which would otherwise exist in favor of the City. The indemnification obligation of this paragraph further shall not be limited by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor, its subcontractors, or anyone else for whom they may be directly or indirectly liable under any Worker's or Workman's Compensation Acts, Disability Acts or any other Employee Benefit Act.

All insurance or self-insurance required to be obtained by the Contractor pursuant to this agreement and evidenced by the Contractor on the certificate shall provide that any failure to comply with any reporting provisions of any evidenced coverage shall not affect coverage provided to the City, its officers, directors, employees or agents.

Under no circumstances shall the City be deemed to have waived any of the coverage requirements of the Agreement by (1) allowing the Contractor to undertake any action under this contract before receipt of any certificates of coverage or additional insured endorsements; (2) by failing to review any certificates or documents received; or (3) by failing to advise the Contractor that any-certificate or additional insured endorsement fails to contain all the required insurance provision or is otherwise deficient in any manner. The Contractor agrees that the obligation to provide the insurance and/or self-insurance required by these documents are solely its responsibility and that its obligations cannot be waived by any act or omission of the City.

Nothing contained in this contract is to be construed as limiting the liability of the Contractor. The City does not, in any way represent that the coverages or limits of insurance specified are sufficient to adequately protect the City or the Contractor, are not merely minimums. The obligations of the Contractor to purchase insurance or obtain self-insured coverage shall not, in any way, limit its obligations to the City in the event the City should suffer an injury or loss in excess of the amount recoverable or any loss or portion of a loss which is not covered by Contractor's insurance or self-insurance coverages.

In order to protect the City, the Contractor shall require all its subcontractors to purchase insurance protecting the owner that is equal to the coverages required herein by the Contractor.

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance.

#### **F. Licenses and Taxes**

The Contractor shall be responsible for obtaining all licenses and permits necessary for the successful performance of the Contract. The Contractor shall also pay all Federal, State, and local taxes, including sales tax, social security, workmen's compensation, unemployment insurance, and any other tax which may be chargeable against labor, material, equipment, or real estate.

#### **G. Equal Employment Opportunity**

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

- 1) Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.
- 2) Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

#### **H. Notice of Default/Remedies and Penalties**

If the Contractor fails to perform any of its obligations under the Contract to the reasonable satisfaction of the City ("Default"), the City shall have as such one or more of the following remedies as may be appropriate in the circumstances:

In the event of Contractor's failure to collect, remove and properly dispose of the solid waste in accordance with the time periods set forth herein for more than 3 consecutive days (excluding Sundays, Saturdays and holidays), the Mayor may

cause such refuse and other disposable materials to be collected and disposed of by means available to the City, and any and all expense incurred by the City for that purpose shall be charged to the Contractor and collected from the Surety under the performance bond submitted pursuant to section 12-E of this RFP.

Material breaches of this Contract shall include, but not necessarily be limited to the following:

(1) If at any time during the course of the Contract the Contractor shall collect waste from any Residential part of the City on a day other than the scheduled day (except in case of the holidays specified above) the City shall notify the Contractor that the Contractor is in "Default" under the Contract. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a material breach of this Contract and grounds for its immediate termination.

(2) If at any time during the course of this Contract the complaint list referenced in Section X-B exceeds ten (10) missed pickups in a week for three (3) consecutive weeks it shall be considered a material breach of this Contract and grounds for its immediate termination at the sole discretion of the City.

(3) The failure of Contractor to perform any other provision of this Request for Proposal that significantly impairs the health, safety and welfare of citizens of the City of La Salle and/or the public in general.

(4) That any material breach of this agreement shall be a viable basis of termination of the agreement by the City upon the City providing 30 days notice of intent to so terminate, as well as a basis for such additional remedies as may be appropriate at law and/or in equity.

(5) Except for the violation of those terms and provisions of this Contract which expressly state that the failure constitutes a material breach and grounds for its immediate termination, if Contractor is otherwise in default of this Contract, the City may notify the Contractor that it is in Default, stating in general terms the nature of the Default, and that the Contractor's rights under the Contract will be terminated in 60 days unless the Contractor cures its Default within 30 days. If the Contractor fails to cure its Default within 15 days after such notice, the Contractor's rights under the Contract shall cease 30 days after such notice.

(6) That each and all of the remedies and penalties as provided herein are cumulative. The pursuit of any such remedy and/or penalty shall not be to the exclusion of any other penalty and/or remedy. Additionally, all remedies and penalties as provided hereunder are in addition to and not to the exclusion of any other remedy as may be available at law and/or in equity.

## **I. Independent Contractor Not Employed**

The Contractor acknowledges that it is an independent Contractor and that none of its employees, agents, or assigns are employees of the City. The Contractor

shall be solely responsible for all of Contractor's employees' unemployment, social security, and other payroll tax payments required by law or union Contract.

#### **J. Right of Inspection**

The Contractor shall, upon reasonable notice, make accessible for inspection by the City, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives waste from the City as a result of the Contract.

#### **K. Additional Requirements**

The Contractor at all times shall maintain access to disposal facilities approved by IEPA, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services, all in accordance with the specifications and provisions contained in the Contract.

#### **L. Change in Service**

If the City should wish to change the type or scope of service provided during the term of the franchise contract, the City shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to when a proposed change in service would begin. The City and the Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the City and Contractor are unable to agree to alternate terms, the existing franchise contract shall remain in force or be terminated, in accordance with the provisions of the contract.

#### **M. PREVAILING WAGE RATES**

The Contractor shall comply, if applicable, with the prevailing wage rates for public works projects as issued by the State of Illinois Department of Labor, current edition at date of bid submission, attached as Appendix 3 and incorporated herein.

#### **N. NON-ASSIGNMENT**

The Contractor shall not assign or subcontract any rights or interests under the Contract or any part thereof to any other person, firm, or corporation without the prior written consent of the City.

#### **O. PENALTIES AND FINES**

The Contractor shall be solely liable for all fines and penalties imposed by the City for and in relation to the violation of any City Ordinances and/or in regard to all fines and penalties of any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligations under the Contract.



## **P. JURISDICTION AND VENUE**

That the jurisdiction and venue of any legal action brought in regard to the performance of, breach of, and/or in any manner related to the Contract shall be the Circuit Court of La Salle County, Illinois, with the venue expressly agreed to be the La Salle County Circuit Court.

## **Q. CONTROLLING LAW**

That in the event that the Contract to be entered into should be governed by and interpreted in accord with the laws of the State of Illinois.

## **R. SEVERABILITY**

That in the event that any provision of the agreement should be declared invalid and/or unenforceable, the invalidity of any such provisions and/or portion thereof shall not affect the validity of the remainder of the agreement.

# **XII. Submittal Requirements**

## **A. Format**

One (1) paper copy and one electronic copy on a flash drive in a \*.doc (Microsoft Word) or \*.pdf (Adobe Acrobat) version of the Proposal shall be submitted in a sealed envelope clearly marked with "Proposal for Refuse, Recycling and Yard Waste Services" to:

La Salle City Hall  
Attention: John Duncan  
745 2<sup>nd</sup> Street  
La Salle, IL 61301

Contractors are advised to adhere to the Submittal Requirements in this section. Failure to comply with the instructions of the Request for Proposal may be cause for rejection of the Proposal. The City reserves the right to accept any Proposals and/or any part or parts thereof and/or to reject any or all Proposals.

If a Contractor chooses to include material of a confidential nature in its Proposal, such material should be clearly identified as confidential, and the City will keep such information confidential to the extent permitted by law.

## **B. Proposal Content**

- 1) Cover Letter – Signed by an authorized representative of the Contractor. The letter must include the title of the representative and his or her responsibility with respect to the provision of the Services.

- 2) Executive Summary – The executive summary or introduction shall include a statement of the Contractor's understanding of the services to be performed.
- 3) Litigation – A discussion of: (i) potential enforcement actions or pending litigation against the Contractor (or against any subsidiary or parent of the Contractor or any subcontractor which the Contractor intends to use to provide a portion of the services) with a potential judgment in excess of \$100,000; and (ii) judgments, fines, sanctions and settlements entered in the last year on excess of \$25,000 against the Contractor (or against any subsidiary or parent of the Contractor or any subcontractor which the Contractor intends to use to provide a portion of the services) or against any facilities owned or operated by the Contractor.
- 4) Operational Approach – This section will include a statement of the Contractor's understanding of all requirements for the Services. This section must be specific, detailed, and complete. It should clearly and fully demonstrate that the Contractor understands the requirements and the operational problems inherent in the provision of Services. The Contractor should also present valid and practical solutions for those problems. In addition, samples of complaint and waste volumes report must be included. The Contractor shall identify any and all subcontractors with which it intends to enter into subcontracts for the performance of a portion of the services.
- 5) Organizational Plan and Chart. This section will include a description of the organization and management structure that will be utilized to perform the services. At a minimum, this section will include a chart identifying the job categories or personnel committed and will specifically identify the assignments of the key personnel. The Proposer should demonstrate that the proposed manpower level on which it has based its Cost Proposals set forth in Appendix A, B, C, and D are sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the services described in this request for Proposal.
- 6) Municipal References – Submit at least three (3) municipal , including the name, address and telephone number of a contact person at the municipality responsible for monitoring the contract between the Contractor and the municipality , and a brief description of the services performed thereunder.
- 7) Vehicle Inventory - Provide a breakdown of the number of vehicles to be used in the execution of the franchise contract, including refuse, recycling and yard waste collection. At the minimum, these Vehicles listed shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides.
- 8) Schedule of Alterations and Deviations – A detailed breakdown of any and all deviations from the RFP document which would be incorporated into the Contractors Service. A worksheet for this is attached in Appendix D.

## **C. Financial Proposal**

- 1) Residential Fee Proposal – Required - Describe the firm's proposed fees for providing the Services as provided in this RFP per month, per household and complete.

Appendix A-1: Refuse & Recycling Collection Rates Including Bulk Items and White Goods

Appendix A-2: Refuse & Recycling Rates Excluding Bulk Items and White Goods

Appendix B-1: Yard Waste cost per sticker

Appendix B-2 Yard & Organic Cart, annual subscription cost for the cart collection service during Yard Waste Season

Appendix B-3 Bulk Item – Cost per item when not in flat rate

Appendix B-4 White Good – Cost per item when not in flat rate

Appendix B-5: Special Pick Up – Cost per cubic yard

- 2) Alternative Service Options Fee Proposal – Optional - Describe the firm's proposed fees for providing the following alternative service options:

Appendix C-1: E-Waste Collection Curbside, Cost Collection

Appendix C-2 E-Waste Monthly Drop-Off Center – Cost Per Item

Appendix C-3 Household Hazardous Waste Collection Curbside – Cost per collection.

Appendix C-4 Household Hazardous Waste Collection Drop-Off Center Cost Per Drop-Off

## **D. Contractual Arrangements**

- 1) The awarded contractor for residential collection will be required to execute the franchise contract for the services as set in this RFP for residential collection.

## **E. Proposal Security**

Each proposal shall be accompanied by a proposal security, which shall be in the form of certified check or a bank cashier's check in the amount of fifteen thousand dollars (\$15,000), made payable to the City of La Salle. Proposals submitted without the required security shall be rejected.

The City may grant a request of proposal withdrawal, if a written request is received prior to the specified deadline for proposals to be submitted.

After formal notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be retained until

the required performance bond has been received by the City, at which time the proposal security will be returned to the successful Contractor. In the event that the awarded Contractor withdraws its proposal, or neglects or refuses to enter into a contract with the City, the Contractor shall be liable for any damages the City may thereby suffer.

Proposal securities of the unsuccessful contractors shall be held until the successful Contractor's performance bond is received, at which time the proposal securities will be promptly returned to the unsuccessful contractors.

#### **F. Proposal Deadline**

**All proposals must be received at the La Salle City Hall, 745 2<sup>nd</sup> St, La Salle, IL 61301 by 10:00 a.m., Friday April 8<sup>th</sup>, 2022. Proposals received after the deadline will not be accepted.**

#### **G. City Contact**

Any questions concerning this RFP will be directed to:

John Duncan  
Finance Director  
745 2<sup>nd</sup> St  
La Salle, IL. 61301  
(779) 201-5347  
[j.duncan@lasalle-il.gov](mailto:j.duncan@lasalle-il.gov)

#### **H. Addenda and Interpretation**

No Contractor shall be entitled to rely upon any oral interpretation of the meaning of this Request for Proposal. It is the responsibility of the Contractor to seek clarification of any interpretation of the meaning of this Request for Proposal. Every request for such interpretation shall be made in writing and addressed to the City Contact via e-mail identified in Section XII-G no later than 3:00 p.m. on April 7<sup>th</sup>, 2022. Any and all such interpretations and supplemental instructions will be in the form of written addenda to this RFP and forwarded to qualified Contractors. The failure of any Contractor to receive any such addendum or interpretation shall not relieve such Contractor from any obligation under its Proposal as submitted.

#### **I. Modifications and Withdrawals**

Written modifications of Proposals will be considered only if received prior to the time stated for receipt of Proposals. Contractors may withdraw their Proposals

by written request signed by authorized representatives of such Contractors at any time prior to the opening of any Proposal for the Contract. No Proposal shall be withdrawn without the consent of the City at any time after the opening of any Proposal for the Contract and until February 1, 2023. The withdrawal of a Proposal prior to opening of any Proposal will not prejudice the right of the Contractor to file a new Proposal.

#### **J. Minimum Specifications; Deviations**

Each specification included in this package describes the services which the City feels are necessary to meet performance requirements of the City, and shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations. A worksheet for this is attached in Appendix D.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any such alternatives and deviations prior to reaching a decision on the awarding of an Agreement. The City shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

#### **K. Basis of Selection**

The City of La Salle will evaluate proposals, and if a vendor is selected, the vendor will be selected on the basis of:

1. The Contractor's plan to provide the City of La Salle with the services as specified in the RFP.
2. The Contractor's experience in providing services similar to those described in this request for proposal.
3. The Contractor's references from municipalities where the Contractor currently holds or held an exclusive franchise contract within the last five years.
4. The Contractor's financial proposal.

5. Any other factors relevant to the Contractor's capacity and willingness to satisfy the City of La Salle.

Requests for Proposal may be held and reviewed following opening by the City of LaSalle for a period not to exceed 90 days from the opening for the purposes of reviewing Requests for Proposal and investigating the qualifications of bidders and also considering other lawful considerations prior to making a decision and/or decisions in reference to the awarding of any contract and/or contracts.

Any potential successful party in regard to Request for Proposal shall be required to enter into a formal written Contract. The City of La Salle also reserves the right to reject any and all Requests for Proposals and to waive any informality in the process of reviewing the Requests for Proposals in the best interests of the City and in compliance with law, and also subject to such other conditions and/or contingencies as may be lawful and appropriate in the circumstances in the appropriate exercise of reasonable discretion by the City Council of the City of LaSalle, LaSalle, Illinois.

## Appendix A

### Refuse & Recycling -RFP Proposal Form

- 1) Days of weekly collection proposed \_\_\_\_\_
- 2) Yard waste season dates proposed \_\_\_\_\_
- 3) Curbside refuse and recycling collection monthly cost per household beginning February 1<sup>st</sup> of each year for collection including and excluding Bulk Items and White Goods:

SERVICE	MONTHLY RATES CHARGED PER UNIT				
<b>A-1 Including Bulk &amp; White Goods</b>	2/1/23 – 1/31/24	2/1/24 – 1/31/25	2/1/25 – 1/31/26	2/1/26 – 1/31/27	2/1/27 – 1/31/28
Regular Rate	\$_____	\$_____	\$_____	\$_____	\$_____
	\$_____	\$_____	\$_____	\$_____	\$_____
	\$_____	\$_____	\$_____	\$_____	\$_____
SERVICE	MONTHLY RATES CHARGED PER UNIT				
<b>A-2 Excluding Bulk &amp; White Goods</b>	2/1/23 – 1/31/24	2/1/24 – 1/31/25	2/1/25 – 1/31/26	2/1/26 – 1/31/27	2/1/27 – 1/31/28
Regular Rate	\$_____	\$_____	\$_____	\$_____	\$_____
	\$_____	\$_____	\$_____	\$_____	\$_____
	\$_____	\$_____	\$_____	\$_____	\$_____

## **Appendix B**

### **RFP Proposal Form**

Proposed rates for Yard Waste Collection, Bulk Items and White Goods (when not covered in monthly rate) and for Special Pick-Ups, beginning March 1<sup>st</sup> of each year:

<b>Other Services</b>	<b>2/1/23 – 1/31/24</b>	<b>2/1/24 – 1/31/25</b>	<b>2/1/25 – 1/31/26</b>	<b>2/1/26 – 1/31/27</b>	<b>2/1/27 – 1/31/28</b>
<b>B-1: Yard Waste Sticker</b> (per sticker)	\$_____	\$_____	\$_____	\$_____	\$_____
<b>B-2: Yard Waste Cart*</b> (per year)					
35 Gallon	\$_____	\$_____	\$_____	\$_____	\$_____
65 Gallon	\$_____				
95 Gallon	\$_____				
<b>B-3: Bulk Items</b> (per collection/item)	\$_____	\$_____	\$_____	\$_____	\$_____
<b>B-4: White Goods</b> (per collection/item)	\$_____	\$_____	\$_____	\$_____	\$_____
<b>B-5: Special Pick-Up</b> (per Cubic Yard)	\$_____	\$_____	\$_____	\$_____	\$_____

\*Annual rate for a 95-gallon yard waste cart, billed annually, every March. The cart can be used for disposing of approved yard waste, food scraps and compostable items, without the need for yard waste stickers during the yard waste collection period.



## Appendix C

### Alternative Service Option Pricing

#### Alternative #1 – Electronics (“E-Waste”) recycling collection

E-Waste Collection	2/1/23 – 1/31/24	2/1/24 – 1/31/25	2/1/25 – 1/31/26	2/1/26 – 1/31/27	2/1/27 – 1/31/28
<b>C-1</b> <b>Curbside Collection</b>					
Computer Monitors	\$_____	\$_____	\$_____	\$_____	\$_____
TVs up to 21”	\$_____	\$_____	\$_____	\$_____	\$_____
TVs over 21”	\$_____	\$_____	\$_____	\$_____	\$_____
No charge items**	N/C	N/C	N/C	N/C	N/C
<b>C-2</b> <b>Monthly Drop Off Center</b>					
Computer Monitors	\$_____	\$_____	\$_____	\$_____	\$_____
TVs up to 21”	\$_____	\$_____	\$_____	\$_____	\$_____
TVs over 21”	\$_____	\$_____	\$_____	\$_____	\$_____
No charge items*	N/C	N/C	N/C	N/C	N/C

**\*No charge electronics:** computers (desktop, laptop, tablet), desktop printers, fax machines and scanners, keyboards, mice, computer cables, VCRs, DVD players and recorders, portable digital music players, portable digital assistants (PDAs), video game consoles, digital converter boxes, cable receivers, satellite receivers, small scale servers, mobile telephones, and small household appliances

## APPENDIX C (CONTINUED)

### HAZARDOUS WASTE COLLECTION

	2/1/23 – 1/31/24	2/1/24 – 1/31/25	2/1/25 – 1/31/26	2/1/26 – 1/31/27	2/1/27 – 1/31/28
<b>C-3</b> <b>Curbside</b> <b>Collection*</b> <b>(Per Collection)</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>C-4</b> <b>Drop Off Center*</b>					
<b>Monthly</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Quarterly</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

\*The Contractor is encouraged to provide multiple service and pricing options including, but not limited to on-demand or weekly curbside collection, and monthly or quarterly drop off events .

#### Accepted Household Hazardous Items

Aerosol cans

Automotive fluids (including oil, gasoline and anti-freeze)

Asbestos materials (in a size that will fit in a 55-gallon drum and not in excess of 50 pounds)

Batteries (automotive, marine, sump pump and non- alkaline)

Fire extinguishers

Flammables

Fluorescent bulbs, CFLs (sealed, unbroken only)

Household cleaners, drain openers and pool chemicals

Mercury

Paints and stains (oil-based only)

Peanut oil

Poison, pesticides and fertilizers

Non-controlled prescription and over-the-counter medications

Propane tanks (20 pounds)

Solvents and strippers

Thermostats

Unknown hazardous substances

## **APPENDIX D**

### **SCHEDULE OF ALTERATIONS AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in this RFP document (use additional sheets as necessary).

<b>Section</b>	<b>Paragraph</b>	<b>Explanation of Alternative/Deviation</b>

## **APPENDIX E**

### **CURRENT COLLECTION ROUTE**

An approximate map detailing the current pick-up schedule in the City of La Salle and is not reflective of every individual home receiving service.

